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*Counsel for certain Lender Trusts and their
Special Servicer, KeyBank National Association*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:) Chapter 11
CIRCUIT CITY STORES, INC., et al.,) Case No. 08-35653-KRH
Debtors.) Jointly Administered

**SUPPLEMENTAL AFFIDAVIT OF ROBERT RECORD IN RESPONSE
TO NOTICE OF SUBSTANTIVE HEARING -- DOCKET NO. 13955**

STATE OF TEXAS)
)ss.
COUNTY OF DALLAS)

ROBERT RECORDS, being duly sworn, deposes and states:

1. I am a Vice President, Special Servicing, for KeyBank National Association (“KeyBank”), acting as special servicer for U.S. Bank National Association, as trustee for the registered holders of GMAC Commercial Mortgage Securities, Inc., Mortgage Pass-Through Certificates, Series 1998-C2 (“Lender Trust”). KeyBank is successor to Capmark Finance, Inc. as the special servicer for the Lender Trust. I am the person at KeyBank personally responsible for administering the loan (the “Loan”) secured in part by the real property located in Grand Chute, Wisconsin (the “Appleton Property”) previously leased to Debtor and that is at issue in Claim No. 9721 (the “Claim”) in this matter.

2. I am familiar with the loan file for the Loan and the contents thereof, including the loan documents evidencing the Loan. KeyBank, and Lender Trust’s previous servicers,

maintained the loan file for the Loan and copies of the loan documents within the loan file, including the Deed-in-Lieu Agreement attached hereto as Exhibit 1, in the regular course of their businesses. I am familiar with the record keeping system of KeyBank and at Lender Trust's previous servicers for maintaining the loan file for the Loan.

3. The Loan was made by First Security Bank, National Association, as Pass-Through Trustee under Pass-Through Trustee Agreement dated November 27, 1996 ("Original Lender") to WEC 96D Appleton-1 Investment Trust ("Initial Borrower"). WEC 96D Appleton-1 Investment Trust and WEC 96D Appleton-2 Investment Trust (collectively, "Landlord") acquired the Property from Initial Borrower and assumed Initial Borrower's obligations under the Loan and the associated loan documents pursuant to an Assignment and Assumption Agreement dated November 27, 1996 recorded in the office of the Register of Deeds for Outagamie County, Wisconsin on July 16, 1997 as Document No. 1234085. The Loan and all loan documents relating to or evidencing same were assigned to Lender Trust pursuant to an Assignment of Amended and Restated Mortgage, Security Agreement and Fixtures Financing Statement and Assignment of Assignment of Leases and Rents both dated November 1, 1998 and recorded March 23, 1998 and recorded in the office of the Register of Deeds for Outagamie County, Wisconsin on May 11, 1999 as Document Nos. 1325520 and 1325519 respectively and an Assignment of Unrecorded Documents dated November 1, 1998.

4. The Loan was secured by, among other things, a Mortgage, Security Agreement and Fixtures Financing Statement (as amended) giving Lender Trust a first priority security interest in the Appleton Property and an Assignment of Leases and Rents assigning, among other things, all rents flowing from the Appleton Property to Lender Trust.

5. Lender Trust and Landlord entered into a Deed-in-Lieu Agreement dated August 14, 2009 relating to the Loan. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**. Pursuant to Section 1.08 of, and Exhibit I to, the Settlement Agreement, Landlord agreed to assign to Lender Trust any and all claims it had against Debtor in the instant matter.

6. Lender Trust is the proper holder of, and payee under, the Claim.

FURTHER AFFIANT SAYETH NOUGHT



Robert Records
Vice President, Special Servicing
KeyBank National Association

SWORN TO, SUBSCRIBED and ACKNOWLEDGED before me this 28th day of December, 2016, by Robert Records. He is personally known to me, and has acknowledged before me that he executed the foregoing as his free act and deed.

Notary Public *Dona Marcia Safran*
Printed Name: *Dona Marcia Safran*
My Commission Expires: 4/13/19
State of Texas

